

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460



OFFICE OF ADMINISTRATION
AND RESOURCES MANAGEMENT

RFP Posted: October 22, 2015

***Amendments – 1 posted**

November 5, 2015

**Changes: Sections L.5, L.6, L.7,
pg 40 Attachment 4 uploaded**

NITAAC CIO-SP3 Contract Holder(s):

This announcement is a task order (TO) Request for Proposal (RFP) **ID# C-33328-O** in support of the U.S. Environmental Protection Agency (EPA) Office of Environmental Information (OEI) to obtain contractor-provided support to 1) provide Agency users with 'How-To' knowledge on Microsoft applications; 2) provide Agency users with assistive technology Microsoft application knowledge support; and 3) provide various Microsoft application in-person classroom trainings on an as-needed basis.

This announcement in no way obligates the Government to award a task order. This will be a follow-on requirement to GS-35F-4594G (Contract #) task order (#) EP-G14H-00323 with (contractor) SRA International, Inc. This procurement will be competed under the National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) Government-wide Acquisition Contract (GWAC) and available to qualified CIO-SP3 contract holders under Task 4 "Outsourcing".

Offerors are requested to submit a Firm Fixed Price (FFP) proposal for the services described in the attached Performance Work Statement (PWS), evaluation criteria and submission instructions. Offerors must state their CIO-SP3 contract number in their proposal submission. All proposals must be submitted electronically through NITAAC's electronic Government ordering system (e-GOS) under **RFP ID# C-33328-O** and received no later than **5:00 PM EDT on November 16, 2015**.

Proposals received after the closing date and time will not be considered. All questions associated with this RFP shall be submitted in writing via e-GOS under RFP ID# C- 3 3 3 2 8 - O and must be received by October 30, 2015 NLT 5:00 PM EDT. Questions received after this date will not be entertained.

EPA Procurement Points of Contact:

Sini Jacob, Contracting Officer / jacob.sini@epa.gov

TABLE OF CONTENTS:

PART I – THE SCHEDULE

Section B – Supplies and Services and Prices/Costs.....	Page 3
Section C – Description/Specifications/Work Statement.....	Page 7
Section D – Packaging and Marking.....	Page 9
Section E – Inspection and Acceptance.....	Page 10
Section F – Deliveries or Performance.....	Page 10
Section G – Contract Administration Act.....	Page 11
Section H – Special Contract Requirements.....	Page 14

PART II – CONTRACT CLAUSES

Section I – Contract Clauses.....	Page 22
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PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J – List of Attachments (EP 52.252-100)(APR 1984).....	Page 25
--	---------

PART IV – REPRESENTATIONS AND INSTRUCTIONS

Section K – Representations, Certifications & Other Statements of Offerors...	Page 25
Section L – Instructions, Conditions and Notices to Offerors or Respondents...	Page 27
Section M – Evaluation Factors for Award.....	Page 36

ATTACHMENTS

- 1 – Performance Work Statement (PWS)
- 2 – Past Performance Questionnaire (PPQ)
- 3 – Sample Client Authorization Letter (SCAL)

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

B.1 SPECIAL NOTICE TO NITAAC CIO-SP3 CONTRACT HOLDERS RECEIVING THE REQUEST FOR PROPOSAL (CUSTOM)

1. This Request for Proposal (RFP), RFP ID# C-33328-O, is issued in accordance with Federal Acquisition Regulation (FAR) Part 16.505. The Technical Review Panel (TRP) will evaluate the offeror's technical and cost/price proposal and the Contracting Officer (CO) intends to award a task order that is placed under the successful offeror's National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) CIO-SP3 GWAC.

2. The Government intends to evaluate proposals and award a task order without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary or in the best interest of the Government. The Government reserves the right not to make award if the quality of responses received is less than that desired by the Government, available funding is insufficient or becomes unavailable, or for any other reason that the Government determines is not in its best interest. The offeror is solely responsible for all proposal costs associated with this request.

3. The EPA CO has added specific EPA clauses, terms and conditions required by EPA's Acquisition Regulation (EPAAR) and the Office of Acquisition Management (OAM) policy. If the EPA CO could not determine whether or not a clause was included in NITAAC's CIO-SP3 contract, the CO has included those clauses either by reference or in full text.

NOTE: The full text of an EPAAR clause may be accessed electronically at this address: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

4. All of the clauses in the offeror's existing NITAAC CIO-SP3 contract that are in effect at the time the EPA CO issues the task order, as well as any and all modifications that NITAAC issues to the CIO-SP3 contract holders during the EPA's effective task order period of performance, are incorporated by reference and shall be in full force and effect.

5. The EPA task order shall only be in effect for the period of time that the successful offeror's NITAAC CIO-SP3 contract is in effect.

B.2 PRICE/COST SCHEDULE

The offeror's Price/Cost Summary must include a breakdown of total hours and pricing for each period of performance (POP) as described in the following charts.

Note: Refer to RFP section I.5 – Type of Contract.

Contract Line Item (CCLN)	Description	POP	Quantity	Price/Cost \$
Base Period				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$
2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$
TOTALS	For Base Period			\$

Contract Line Item (CCLN)	Description	POP	Quantity	Price/Cost \$
Option Period I				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$
2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$
TOTALS	For Option Period I			\$

Contract Line Item (CCLN)	Description	POP	Quantity	Price/Cost \$
Option Period II				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$

2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$
TOTALS		For Option Period II		\$

Contract Line Item (CLIN)	Description	POF	Quantity	Price/Ct
Option Period III				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$
2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$
TOTALS		For Option Period III		\$

Contract Line Item (CLIN)	Description	POF	Quantity	Price/Ct
Option Period IV				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$
2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$
TOTALS		For Option Period IV		\$

Contract Line Item (CLIN)	Description	POF	Quantity	Price/Ct
Option Period V				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$
2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$

TOTALS	For Option Period V			\$
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Contract Line Item (CLIN)	Description	FOUO	Quantity	Total Cost
Option Period VI				
1	HTHC Call-In Service	12 mos	1 (Lot)	\$
2	60 min Course	12 mos	6	\$
3	2-Hour Course	12 mos	3	\$
4	Day-long Course	12 mos	2	\$
5	Contract Access Fee	12 mos	1 (Lot)	\$
TOTALS	For Option Period VI			\$

Total Estimated Cost for Base and Option Periods \$ _____

B.3 CEILING PRICE (CUSTOM)

The ceiling price of this task order is \$ **TBD at time of award**. The Contractor shall not make expenditures or incur obligations in the performance of this task order which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.4 NITAAC CIO-SP3 CONTRACT ACCESS FEE (CUSTOM)

(a) The task order will be issued against the National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) Government-wide Acquisition Contract (GWAC) Large Business CIO-SP3 contract. NIH grants other Agencies the authority to issue task orders under its NITAAC CIO- SP3 contract.

(b) All GWACs require a Contract Access Fee (CAF) paid to the Agency that awarded the contract. When a CO from another Agency issues a task order against one of the GWACs, the Contractor that receives the task order is responsible for the CAF reimbursement to the GWAC Contracting Office. Therefore, the Contractor has to collect the CAF from the ordering Agency. This requirement is set forth in the Contractor's NTAAC CIO-SP3 conformed contract clauses.

(c) The NIH Contract Access Fee (NCAF) for the NITAAC CIO-SP3 contract is 1% with a cap of \$150,000 for any task order Base or Optional Period (not to exceed 12 months) with funding in excess of \$20 Million.

(d) The CAF is a separate line item, in addition to the agreed upon Estimated Cost and Fixed Fee of the Task Order, and does not increase the value of the award to the Contractor since the Contractor is responsible for reimbursing that dollar amount to

the NITAAC CIO-SP3 Contracting Officer. It also does not increase the value of the Task Order. The CAF is an additional cost to the Agency using the NITAAC CIO-SP3 GWAC and is not retained by the Contractor.

(e) Each time the EPA Contracting Officer obligates new funding (not shifting funds) on this Task Order, the CO will include a line for the NITAAC CIO-SP3 CAF.

(f) The initial task order award document and all subsequent task order modifications will include a Microsoft Excel spreadsheet with the following information:

<u>Category</u>	<u>Period of Performance</u>	<u>From</u>	<u>By</u>	<u>To</u>	<u>Partial or Completion</u>
Estimated Cost		\$	\$	\$	
NITAAC CIO-SP3					
CAF		\$	\$	\$	
Total Obligated		\$	\$	\$	

(g) The Agency does not incur any GWAC CAF liability to the NITAAC CIO-SP3 Contract Administration Office unless the Agency obligates funding on the Task Order.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

C.1 TASK ORDER PERFORMANCE WORK STATEMENT (CUSTOM)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the scope of work/specifications included in RFP Attachment # 1 – Performance Work Statement (PWS). The Contractor shall perform work under this task order only as directed in the tasks detailed in the PWS.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1984)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this task order:

How-To Help Center for Microsoft Applications (HTHC)
 RFP ID# C-33328-O

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 INCORPORATION OF THE CONTRACTOR'S SUBMISSION (CUSTOM)

The Contractor's submission in response to RFP ID# C-33328-O , dated TBD , is incorporated by reference and is made a part of this task order. In the event of any inconsistencies between: 1) the Federal Acquisition Regulation (FAR); 2) the Environmental Protection Agency (EPA) Acquisition Regulation (EPAAR); 3) Environmental Protection Agency policies and procedures; 4) other task order clauses; and 5) the Contractor's submission, the NITAAC CIO-SP3 task order's terms and conditions take precedence.

C.4 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR

How-To Help Center for Microsoft Applications (HTHC)
RFP ID# C-33328-O

INFORMATION RESOURCES MANAGEMENT (JULY 2012)

Clause incorporated by reference.

C.5 ADDITIONAL INFORMATION REGARDING EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (CUSTOM)

- (a) The Contracting Officer (CO) reserves the right to update the task order with any changes to EPA policies and procedures for Information Resource Management whenever the EPA, the Office of Management and Budget (OMB) and/or the Office of Federal Procurement Policy (OFPP) policies, procedures and regulations change.
- (b) The CO will provide the Contractor with an opportunity to respond to changes to the policy procedures; however, the Contractor shall comply immediately to these changes unless the CO directs otherwise or provides the Contractor with a specific written exemption.
- (c) The CO will provide hard copies of any IRM policies to the Contractor upon request or when a change to IRM policy is unavailable but applicable to Contractor performance under the Contractor's EPA task order.

C.6 COMPLIANCE WITH FEDERAL, NIH AND EPA REGULATIONS, POLICY AND STANDARDS (CUSTOM)

The Contractor shall abide by all Federal, NIH and EPA regulations, policies, and procedures in effect during the task order period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the EPA's task order's period of performance. The offeror shall not be required to conform to these policies and regulations until after task order award. Internal EPA and OCFO specific policies and regulations, as well as security related documents, will be provided to the Contractor at the kick-off meeting prior to the start of task order performance.

SECTION D – PACKAGING AND MARKING

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

[For this RFP, there are NO additional clauses in this Section]

SECTION E – INSPECTION AND ACCEPTANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

[For this RFP, there are NO additional clauses in this Section]

SECTION F – DELIVERIES OR PERFORMANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

F.1 DELIVERY OF REPORTS (CUSTOM)

The Contractor shall prepare all electronic reports/deliverables using no smaller than twelve character font size and in either Times New Roman or Arial font style, including ALL charts/tables, figures and footnotes, and must be clear and readable.

F.2 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with RFP Attachment # 1 – Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

F.3 EPAAR 1552.211-75 WORKING FILES (APR 1984) Clause incorporated by reference.

F.4 TASK ORDER PERIOD OF PERFORMANCE (CUSTOM)

NOTE: Refer to RFP section B.2 'Price/Cost Schedule' for Period of Performance breakdown.

(a) The EPA task order has a potential 84-month period of performance: Base and six (6) Option Periods, between TBD and TBD if all option periods of performance are exercised.

(b) The EPA reserves the right to exercise the "Continuity of Services" clause of the Contractor's current underlying NITAAC CIO-SP3 contract at the end of the final period of performance.

(c) The potential 84-month task order period of performance is contingent upon the Contractor's NITAAC CIO-SP3 contract period of performance. If the Contractor's

NITAAC CIO-SP3 contract is terminated by NIH prior to end of this task order's period of performance, this task order is deemed to be terminated in accordance with NIH and this task order's terms and conditions, and existing NIH policies.

(d) The Contractor is responsible for notifying the EPA Contracting Officer (CO) **immediately**, in writing, whenever NIH notifies the Contractor that its current contract is terminated and no further extensions of its NITAAC contract period of performance will be awarded. The Contractor shall also immediately notify the CO if NIH terminates its contract prior to its current expiration date. Failure to notify the EPA CO may be the basis for a "Termination for Default."

(f) Unless otherwise indicated, the term "day" refers to calendar days as defined by the Federal Acquisition Regulation (FAR). However, if the day falls on a Saturday, Sunday, or Federal holiday, then the period shall include the next working day. The term "close of business" refers to 5:00 PM Eastern Time Zone.

SECTION G – CONTRACT ADMINISTRATION DATA

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

G.1 SUBMISSION OF INVOICES – RTP FINANCE (CUSTOM)

Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- NITAAC Contract number
- EPA task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the System for Award Management (SAM)
- Point of contact (POC) name, phone number and email address

Invoice content and formatting:

- Bill only within the period of performance
- Bill for only one option period per invoice
- Bill only for only one delivery order per invoice
- Use the original invoice number followed by an 'R' (resubmitted or revised) when billing for reclaimed, revised or returned billings

- Bill the net amount only when billing for revised or suspended amounts
- Never bill in excess of the contract funded amount
- Do not bill for state and local taxes unless authorized - EPA Tax Exempt #: 520852695

Contract Invoices Submission:

- Complete and sign EPA's Agreement for Email Submission of Contract Invoices and email the completed form to ContractPaymentInfo@epa.gov (phone: (919) 541-1148).
- Wait for authorization. Please do not submit a contract bill via email until you receive an authorization email from the RTP Finance Center.
- After receiving authorization from the RTP Finance Center, submit your invoice in PDF format via email using the following procedures.
 - Put the contract number, invoice number and delivery order number in the SUBJECT line of the email.
 - Example: I_68w09999_234B_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.
 - Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
 - It is suggested that the following statement be included in email body: NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.
 - Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.
 - Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.
 - Invoices in PDF format must be named as follows: contractnumber_invoicenumber_ordernumber.pdf. Invoices may be rejected if the file name is incorrect.
 - Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)
 - Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number.

How-To Help Center for Microsoft Applications (HTHC)

RFP ID# C-33328-O

Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character.

Invoice numbers should not include an underscore or a '/'.

- Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)

- Example:

I_EPXX9999_STB-300_00001.pfd

I_68XX0000_7.pdf (no order number required)

I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required) I_GSF0440G_B345_01100.pfd

I_EPW01111_1.pdf

- Email your invoice to DDC-KInvoices@epa.gov after you receive the authorization email and as instructed.
- You will receive an auto reply message once the RTP Finance Center receives your email. If for some reason the RTP Finance Center cannot accept your electronic invoice, you will be notified as soon as possible. You are required to contact the RTP Finance Center at 919-541-1148 if your email submission is rejected.
- Receipt date for invoices will be the date the RTP Finance Center retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- **Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect).** Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR/ACOR and CO on the email when the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service	U.S. Environmental Protection Agency RTP Finance Center (AA216-01) Durham, NC 27711
UPS, Federal Express, or Overnight Mail	U.S. Environmental Protection Agency RTP Finance Center 4930 Old Page Road (AA216-01) Durham, NC 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

G.2 CONTRACTING OFFICER'S REPRESENTATIVES (CUSTOM) The Contracting Officer's Representative (COR), the Alternate COR (ACOR), Administrative Alternate COR (AACOR), the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

- **CONTRACTING OFFICER'S REPRESENTATIVE (COR):**
This information will be included in the task order award document.
- **ALTERNATE COR (ACOR):**
This information will be included in the task order award document.
- **ADMINISTRATIVE ALTERNATE COR (AACOR):**
This information will be included in the task order award document.
- **CONTRACT SPECIALIST (CS) FOR THE TASK ORDER:**
This information will be included in the task order award document.
- **CONTRACTING OFFICER (CO) FOR THE TASK ORDER:**
This information will be included in the task order award document.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

H.1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000) Incorporated by reference.

H.2 EPAAR 1552.208-70 PRINTING (SEPT 2012) Incorporated by reference.

H.3 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984) Incorporated by reference.

H.4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 1994) ALTERNATE 1 Incorporated by reference.

H.5 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)

Please see K.2 for full clause and required fill in sections by contractor.

H.6 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY1994) Incorporated by reference.

H.7 EPAAR 1552.209-75 ANNUAL CERTIFICATION (MAY 1996)
Incorporated by reference.

H.8 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(a) Definitions.

“Contracting Officer Representative (COR),” means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions.

“Task order,” as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.

(b) The Contracting Officer Representative(s) may provide technical direction on task order or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the task order and any task order there under. The Contracting Officer Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the task order;

(2) Constitutes a change as defined in the “Changes” clause;

- (3) Causes an increase or decrease in the estimated cost of the task order;
 - (4) Alters the period of performance of the task order; or
 - (5) Changes any of the other terms or conditions of the task order.
- (d) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Representative.
- (e) If, in the Contractor's opinion, any instruction or direction by the Contracting Officer Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:
- (1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the task order effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written modification to the contract; or
 - (3) Advise the Contractor that the technical direction is outside the scope of the task order and is thereby rescinded.
- (f) A failure of the Contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the task order, or a failure to agree upon the task order action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this task order.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Representative, shall be at the Contractor's risk.

NOTE: A Contracting Officer's Representative (COR) is the primary representative of the Contracting Officer (CO) authorized to provide technical direction. The CO may designate an Alternate COR (ACOR) for the task order. CORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

H.9 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984) Incorporated by reference.

H.10 EPAAR 1552.237-76 GOVERNMENT - CONTRACTOR RELATIONS (JUNE 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee

relationship exists or will exist under the task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts or task orders, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1)) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor shall notify the CO in writing promptly, within **10** calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature and circumstance of the conduct,

the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The CO will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the CO will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it shall be furnished by the Contractor and the date thereafter by which the Government will respond.

H.11 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2)) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1)) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of

days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2)) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

H.12 EP-S-00-02 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2000) DEVIATION

The Task/Delivery Order Ombudsman for this RFP is:

Name:	<u>Lisa Maass</u>
Address:	<u>1200 Pennsylvania Avenue, N.W. 3801R</u> <u>Washington, D.C. 20460</u>
Telephone Number:	<u>(202) 564-2498</u>
E-Mail Address:	<u>maass.lisa@epa.gov</u>

H.13 COMPLIANCE WITH INFORMATION TECHNOLOGY GUIDELINES

All contractor work must comply with pertinent Federal and EPA information processing and telecommunications standard and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with EPA's IT Architecture Roadmap and related implementation decisions, and EPA technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats published at www.epa.gov/irmpoli8 - *IM & IT Policies That Affect Contractors Performing Work through EPA Issued Contracts*.

H.14 PROTECTION OF EPA DATA

The EPA's environmental databases, applications, and systems are a primary resource of the United States and appropriate protection of their integrity, confidentiality, and availability is an absolute necessity. The contractor shall ensure that work performed under this Task Order does not compromise the security of these systems or data contained therein, and shall execute a security program that protects their integrity, confidentiality, and availability consistent with EPA security policy. Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest

possible time. The contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means, including appropriate background checks to help ensure trustworthiness of contractor employees.

H.15 CONFORMANCE TO EPA STANDARDS AND EPA AND FEDERAL POLICY

The contractor shall abide by all EPA regulations, policies, and procedures in effect during the Task Order period of performance.

PART II - CONTRACT CLAUSES & PROVISIONS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

SECTION I – CONTRACT CLAUSES & PROVISIONS

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

I.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

I.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

I.4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

I.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) task order award in accordance with Section B "Price/Cost Schedule" for the support required in the PWS. Other direct costs for long distance travel, training or other items shall be within the ceiling price. The Government contemplates only one (1) award will be made as a result of this solicitation.

I.6 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

I.7 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the task order's expiration date.

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor within 15 days before the period of performance expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b)) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months.

I.9 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

I.10 FAR 52.224-2 PRIVACY ACT (APR 1984)

I.11 FAR 52.232-25 PROMPT PAYMENT (ALTERNATE 1)(JUL 2013)

I.12 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.13 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SUBCONTRACTORS (JULY 2013) DEVIATION

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Subcontractors, dated July 11, 2012 as extended under OMB Policy Memorandum M-13-15 dated July 11, 2013.

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.14 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.15 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

I.16 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

DEVIATION

I.17 EPA ACQUISITION REGULATION (EPAAR) CLAUSES INCORPORATED BY REFERENCE (CUSTOM)

This task order incorporates one or more EPAAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of an EPAAR clause may be accessed electronically at this address:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I.18 EPAAR 1552.224-77 Option to Extend the Term of the Contract Fixed Price

As prescribed in 1517.208(g), insert the following clause:

Option To Extend the Term of the Contract Fixed Price (OCT 2000)

The Government has the option to extend the term of this contract for 6 additional period(s). If more than 15 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 15 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 15-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods: TBD

(b) During the option period(s) the Contractor shall provide the services described below: See PWS

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows: TBD

(End of clause)

I.19 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in

compliance with section 6041 of title 26 of the U.S. Code.

(b)) If the offeror is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's social security number on the following line: TBD.

I.20 EPAAR 1552.239-70 REHABILITATION ACT NOTICE (OCT 2000)

I.21 PURSUANT TO FAR PART 39.2, ELECTRONIC AND INFORMATION TECHNOLOGY – SECTION 508 COMPLIANCE (CUSTOM)

All deliverables shall be in compliance with the Section 508 Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of 508 Standards, which can be found at <https://www.access-board.gov/sec508/guide>.

I.22 TAX EXEMPTION (CUSTOM)

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

- 1) Attachment 1 – Performance Work Statement (PWS)
- 2) Attachment 2 – Past Performance Questionnaire (PPQ)
- 3) Attachment 3 – Sample Client Authorization Letter (SCAL)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other Contractor or competitor before bid opening (in the case of a sealed bid solicitation) or task order award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)

The Contractor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served to the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sini Jacob, EPA Contracting Officer Mailing

Address:

Environmental Protection Agency

How-To Help Center for Microsoft Applications (HTHC)

RFP ID# C-33328-O

1200 Pennsylvania Ave NW
Mail Code: 3803R
Washington DC 20460

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.2 PROPOSED TASK ORDER START DATE (CUSTOM)

For submission response purposes, offerors shall use a task order start date of January 13, 2016.

L.3 QUESTIONS REGARDING THE REQUEST FOR PROPOSAL

Offerors shall submit all technical questions concerning this RFP electronically via NITAAC's e-GOS under RFP ID# C-33328 by October 30, 2015 NLT 5:00 PM EDT. The CO will answer questions which may affect offerors submissions in an amendment to the RFP and will be posted on e-GOS. EPA will not divulge the source of the questions. Questions received after the due date may not be entertained.

L.4 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.5 REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS (CUSTOM)

(a) The offeror shall provide its submission in response to the task order Request for Proposal (RFP) in three (3) parts, plus a cover letter, by the date and time specified in the RFP. The offeror shall clearly label each of the three (3) parts, as separate electronic files, with the information as defined below. The Offerors proposal shall be submitted electronically using Adobe Acrobat software pdf formats, and comply with the formatting requirements outlined in this section.

(b) Content of the Cover letter and three (3) parts:

- **Cover letter** – Electronic version, shall include at least the following

information:

- Name of the company, DUNS number, address, telephone and fax numbers; contact person(s) including title, email address and phone number.
- Name and signature of the person who can bind the company, certifying the submission is accurate and complete.
- Offerors NITAAC CIO-SP3 contract number and Task Areas, the number of periods of performance remaining and the expiration date of their contract.

- **Part I: Technical Proposal** – Shall be the Offerors technical submission. Technical submissions shall consist of the following four (4) sections which are each linked to the corresponding evaluation criteria detailed in section

M.2 ‘Technical Evaluation Factors’ of this RFP: Technical Approach, Personnel Qualifications, Past Performance, and Corporate Experience. Refer to RFP section L.6 on the specific technical proposal instructions that will be incorporated into the evaluation criteria factors.

- **Part II: Cost/Price Proposal** – Shall be the Offerors cost/price submission.
- **Part III: Conflict of Interest Plan and Letters of Intent (if applicable)** – Shall include the Offerors: (1) Organizational Conflict of Interest (COI) Plan (if applicable); and (2) Letters of Intent for individuals who are not currently employed by either the Offeror or the Offerors subcontracting team(s).

(c) Single line spacing is acceptable; however, proposals shall be submitted using 8 ½" x 11" electronic letter size format, using no less than 1" page margins, **no**

smaller than twelve (12) point character font size and Times New Roman or Arial font style. Charts/tables, figures and footnotes, shall be no smaller than ten (10) point character font size and Times New Roman or Arial font style and must be clear and legible. Past Performance Questionnaires are the only exclusion from this character and font size restriction. **Failure to follow RFP instructions will be construed as an inability of the offeror to follow instructions and will result in the Offerors proposal not being considered.**

(d) Page Limitations

(1)) Part I shall be limited to a maximum of thirty-five (35) single-sided pages, inclusive of ALL charts/tables and resumes. Past Performance Questionnaires are excluded from this page limitation. All pages that exceed the page limitation shall be excluded from the evaluation of the Offerors submission.

(2)) Parts II and III have no page limitations.

(3)) Page limitations exclude any cover letter/pages, tables of contents, blank pages and index pages if the offeror uses them. The Offeror shall use a different numbering system for these types of pages. The first page of the technical submission and the cost/price proposal shall each indicate the task order

title and RFP number.

(e) The offeror shall omit all cost or pricing details/information from Parts I and III of its submission.

(f) The offeror shall identify any and all constraints on its products such as proprietary data rights.

L.6 TECHNICAL PROPOSAL INSTRUCTIONS (CUSTOM)

The following technical proposal instructions will be part of the evaluation criteria, and must be adhered to as identified under RFP section M.2 titled “Technical Evaluation.”

(1) Technical Approach

The Offeror shall propose its Technical Approach for accomplishing the Tasks (or subtasks) of the Performance Work Statement (PWS). The submission should address each work area in sufficient detail to demonstrate a clear understanding of the PWS. The Offeror should demonstrate how the work will be accomplished as required and on schedule using available resources. The Offeror shall describe the purpose, scope, and content of all proposed deliverables that will be produced.

(2) Personnel Qualifications

(a) The Offeror shall describe its staffing and labor mix approach that can demonstrate its ability to meet PWS requirements.

(b)) Resumes shall be submitted for all proffered key personnel. All position titles for which resumes are submitted must align with the position titles used elsewhere in the Offerors proposal. Each resume shall include, at a minimum:

- Identification of the proposed personnel's: education, Technical Certifications, professional licenses, accreditations, memberships, and proven communication skills (both written and oral).
- Relevant experience of the proposed key personnel, including size, scope, complexity and dates of their experience.
- The specific task/role performed and the specific dates for each of the tasks/roles described.
- A specific description of the relationship between the task/assignment to the role proposed in this task order.
- ~~Client references and contact information (name/phone/email). References may be called to verify information and work performance.~~

(c) The Offeror shall provide letters of intent from individuals proposed to fill the key personnel positions who are not current Offeror employees.

(3) Past Performance

(a) Offerors shall submit the Past Performance information requested below as

part of their submission for both the offeror and any proposed subcontractors.

(b) Offerors shall submit a list of a minimum of three (3), or all if less than 3, contracts, task orders, delivery orders and/or subcontracts that the offeror has completed or that they have been performing, between December 1, 2012 and the date of the Offerors submission that shall be similar in nature and relevant to this PWS requirement. The past performance references listed shall be included in the Offerors technical submission.

(c) The contracts and subcontracts listed may include those entered into with Federal, State and local Governments, and/or commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the PWS.

(d)) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(e) Offerors with no relevant past performance history, or for which no past performance is available, will be evaluated neither favorably or unfavorably on the past performance factor and will be given a neutral rating.

(f) The offeror shall transmit the Past Performance Questionnaire (PPQ) [refer to RFP Attachment # 2] to all of the named references in the Offerors submission to this RFP and should include a cover letter identifying the RFP number, the CO and CS name(s) and e-mail address(es), and the response due date and time.

(g) The PPQ that is an attachment to this RFP will be used to collect information on an Offerors performance under existing and prior contracts/ task orders/ subcontracts for services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the Offerors past performance.

(h) The offeror shall be responsible for following up with its past performance references to ensure that their references have submitted their PPQ via email (preferred) to: Andrew Howe, at howe.andrew@epa.gov. PPQs shall be submitted by the offerors references and are due on or before the same date and time as proposal submissions – **by 5:00 PM EST on November 16, 2015**. Any PPQ not received by the due date and time will not be considered.

(i) A Client Authorization Letter should be distributed by the offeror to each of their individual references along with the PPQ for the reference to complete. [Refer to RFP Attachment # 3 – Sample Client Authorization Letter].

(j) The offeror shall include the following information for each contract and subcontract listed:

- (1) Name of contracting activity
- (2) Contract/task order/delivery order/subcontract number

- (3) Contract/task order/delivery order/subcontract title
- (4) Contract/task order/delivery order/subcontract type
- (5) Total contract/task order/subcontract value
- (6) Period of performance
- (7) Contracting Officer, telephone number and e-mail address. For federal contracts, also provide the name, telephone number and email address of the COR Program Manager, and an alternate technical point of contact.
- (8) Program Manager telephone number and e-mail address
- (9) Brief description of contract/task order/delivery order/subcontract.
- (10) Describe how the contract/task order/delivery order/subcontract is relevant in terms of similarity in size, scope, and complexity to this PWS; and demonstrates the Offerors overall capability and capacity to effectively meet the PWS requirements. Descriptions should be as specific and detailed as possible, and provide actual examples to support all claims. In addition, the Offeror shall describe the measurable impact on the project, program, client, or contract from the Offerors involvement.
- (k) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts/task orders and subcontracts.
- (l) The Government may, but is not obligated to, contact the past performance references in the Offerors submission.
- (m) The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an Offerors past performance.
- (n) If negative feedback is received from an Offerors reference, the Government will compare the negative response to the responses from the Offerors other references to note differences. A score will be assigned appropriately to the Offerors submission based upon the information.
- (o) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.
 - (1) Identify the segment of the company (one division or the entire company) which received the award or certification.
 - (2) Provide the date when the award or certification was bestowed. If the award or certification is over three (3) years old, present evidence that the qualifications still apply.
- (p)) Past performance information will be used for both responsibility determination as well as an evaluation factor for task order award.
- (q) Any information collected concerning an Offerors past performance will be

maintained in the official task order file.

(4) Corporate Experience

The offeror shall detail its:

(a) organization's history of successful completion of projects; history of producing high-quality work, reports and other deliverables; history of staying on schedule and within budget; (b) the quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients; (c) the organization's specific past performance on prior similar efforts specified within this PWS; and (d) the vendor's maintenance of similar instructional help desk efforts to the level of the Quality Standards outlined in the Quality Action Plan (Appendix B of the Performance Work Statement).

L.7 COST/PRICING PROPOSAL INSTRUCTIONS (CUSTOM)

(a) Part II – Cost/Pricing Proposal Instructions:

(1) The offeror shall prepare and submit detailed cost or pricing information data and any supporting attachments so that the Government can conduct a price reasonableness review.

(2) The offeror shall provide a crosswalk/matrix between the Offerors NITAAC CIO-SP3 contract labor categories, and the Offerors proposed labor categories (including the Offerors internal time card labor categories if they differ from the NITAAC CIO-SP3 labor categories). The matrix shall clearly identify separate cost or pricing information associated with any:

- (i) Options to extend the period of performance (POP) of the task order;
- (ii) Tasks areas in the PWS.

(3)) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and Offerors intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

~~(4) The reasonableness of the Offerors prices/costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime), will be part of the evaluation. The burden of proof for pricing/cost credibility rests with the offeror.~~

(i) Direct Labor

(A) The Offerors submission should describe how the Offerors technical approach coincides with the Offerors proposed costs. The offeror should provide a list of the individuals proposed and the hours associated with each individual and the percentage of hours assigned.

(B) Describe for each labor category proposed the qualifications and experience requirements.

(C) Describe how any prospective team subcontractors were chosen as part of the Offerors proposed team; and rationale for selection (if applicable).

(D) Describe the necessity for the subcontractors effort as either a supplement or complement to the Offerors in-house expertise (if applicable).

(E) Identify the areas of the PWS and the maximum number of hours associated with each subcontractor and what each is anticipated to perform (if applicable).

(F) Identify escalated rates, if used, and the percent and methodology for deriving them.

(b) The offeror shall identify their estimated Help Desk costs, Training Course costs, and Contract Access Fee (CAF) as separate line items in their Cost/Price proposal.

(c) Offerors shall not propose to apply fee, other than an Offerors approved G&A or material handling fee, to travel or any other direct costs.

~~(d) Team Subcontracts. The offeror shall include subcontractor information consistent with the Offerors information required above in the same format as the Offerors cost submission. The team subcontractor information may be provided directly to the CO if the subcontractor does not wish to provide this data to the prime Contractor. Cost data from a subcontractor must be received by the time, date and at the location specified for the receipt of prime Contractor's proposals. The prime contractor's package should be clearly marked with the RFP number, the name of the prime Contractor, and a statement that the package is subcontractor data relevant to the proposal from the prime Contractor. If submitted with the prime Contractor's proposal, clearly identify the subcontractor's information separately from the prime. State the amount of service estimated to be performed by the subcontractor.~~

(e) The offeror shall provide a Firm Fixed Price (FFP) proposal for each period of performance (POP) as defined under RFP section B.2 – Price / Cost Schedule. Clearly delineate the labor category and rate; proposed hours under the Labor Hour portion; total cost of labor for each task by category; ODCs; and ceiling price.

(f) If applicable, the Offeror shall identify any non-CIO SP3 fee amounts and percentages that the Offeror includes in its cost/price quote.

(g) If applicable, the offeror shall identify its cognizant audit agency.

(h) The offeror shall include all CLINs for each period of performance in its Cost/Price proposal.

L.8 LATE SUBMISSIONS (CUSTOM)

(a) Offerors are responsible for submitting proposals, and any modifications or

withdrawals, through NITAAC's electronic Government order system (e-GOS) by the date and time specified in the RFP.

(b) Any proposal, modification, or withdrawal received after the exact closing date and time as designated in the RFP is "late" and will not be considered unless:

(1) There is acceptable evidence to establish that it was received through NITAAC's e-GOS and was under NITAAC's control prior to the date and time set for receipt of proposals.

(2) Acceptable evidence to establish the date and time of receipt through NITAAC's e-GOS must be verified by the offeror through NITAAC's Customer Support Center personnel (Phone: 1-888-773-6542 or Email: NITAACsupport@nih.gov).

NITAAC e-GOS Login page: <https://ciosp3.olao.od.nih.gov/#login>.

(c) EPA will not assist offerors during their NITAAC e-GOS online proposal submission process. Offerors must contact NITAAC's Customer Support Center directly for assistance.

(d)) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received via NITAAC e-GOS by the exact date and time specified in the RFP and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume.

(e) Submissions may be withdrawn by written notice to the EPA CO any time prior to the exact date and time set for receipt of proposals.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF REQUEST FOR PROPOSAL SUBMISSIONS (CUSTOM)

- (a) The Government will award a task order to the responsible offeror whose submission conforms to the Request for Proposal (RFP) and represents the overall “best-value” to the Government based upon section M.2 titled “Technical Evaluation Factors” and the Offerors cost/price submission. For this RFP, all of the non-price evaluation factors, when combined, are significantly more important than price.
- (b) The Government will evaluate the Offerors submission to determine cost/price reasonableness.
- (c) The Government reserves the right to award a task order based upon initial proposals. Therefore, offerors are put on notice that their technical and cost/price proposals must be complete and sufficiently detailed, within the page limitation, for the Government to make an award decision based upon the initial submissions. The Government also reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (d) The Performance Work Statement (PWS) represents the Government’s essential requirements. The offeror shall provide complete explanations and descriptions for any variance(s) from the PWS.

M.2 TECHNICAL EVALUATION FACTORS

The ‘Technical Proposal Instructions’ under RFP section L.8 are hereby incorporated into these technical evaluation factors.

The Task Order will be awarded based on a best value decision, where technical factors are considered more important than cost. Evaluation criteria are listed in descending level of importance.

1) Technical Approach (40%): The government will evaluate the information provided via the Vendor-provided narrative to determine the extent to which the Contractor has demonstrated a technical approach that meets the project objectives as stated in the Performance Work Statement (PWS). Evaluation will be based on information pertaining to technical approach, and specifically focus on the breadth, depth and scope of your knowledge and understanding of the requirements of this project including, but not limited to:

- Clearly outlining the Vendor's project plan and methodology including creativity and thoroughness shown in understanding the objectives of the PWS and specific tasks, and planned execution of the project.
- Clearly detailing demonstrated expertise and experience in the PWS tasks including evidence of specific methods and techniques for completing each discrete task. Must demonstrate expertise in maintaining and supporting an instructional how-to help desk for Microsoft applications and in providing classroom training in the same applications.
- Specifically demonstrate the vendor's methodology for maintaining the How-to Help Center service to the level of the Quality Standards outlined in the Quality Action Plan (Appendix B of the Performance Work Statement)
- Clearly detailing demonstrated success in achieving project goals especially in the management of resources and materials, managing cost and time budgets, anticipating and mitigating risks, and coordinating client interactions; the ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.
- Degree to which the vendor's quote demonstrates an understanding of logistics, schedule, and any other miscellaneous issues in which the Government should be aware.
- Quality and effectiveness of the allocation of personnel and resources.

Each task must be addressed completely, and provide an indication of thorough understanding of the task. Brochures or other promotional information are not desired. Clarity and completeness are essential. Data previously submitted, or presumed to be known. (i.e., information from capability statements) will not be considered as part of the quote unless the Vendor provides data in the quote. The Government will only consider information submitted in the quote.

2) Personnel Qualifications (40%): Vendors will be evaluated on the degree to which they clearly demonstrate an effective staffing approach commensurate with the requirements of the project and the quoted technical plan that will ensure a high probability of success while ensuring cost and time efficiencies. Vendors shall describe the staffing approach in the technical portion of the quote and also provide resumes for any proposed key personnel. At a minimum, EPA will look for the following:

- Demonstrated qualifications for the listed key personnel descriptions, including any Microsoft certifications held.
- Demonstrated knowledge, experience and expertise in the suite of Microsoft software and applications.
- Staff members with valuable, high-quality work in supporting instructional

how-to help desks.

- Staff members with measurable expertise in classroom training.
- A dedicated Program Manager per the PWS.

3) Past Performance (15%) - Quotes will be evaluated based on past performance information presented in their quotes, on information obtained by contacting the Vendors' supplied references, and/or on information obtained from other sources of past performance information as determined useful and relevant by the Government. Quotes will be evaluated on the extent to which they show relevant performance and likelihood of success in meeting the Government's requirements as identified in the PWS. Every attempt will be made to ascertain meaningful past performance information on which Vendors' prior performance can be evaluated. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

4) Corporate Experience (5%)- Vendors will be evaluated on the degree to which they clearly demonstrate the following:

- The organization's history of successful completion of projects; history of producing high-quality work, reports and other deliverables; history of staying on schedule and within budget.
- The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients.
- The organization's specific past performance on prior similar efforts specified within this PWS.
- The vendor's maintenance of similar instructional help desk efforts to the level of the Quality Standards outlined in the Quality Action Plan (Appendix B of the Performance Work Statement)

Vendors shall reference and demonstrate their corporate experience in the technical portion of the quote.

M.3 TECHNICAL ADJECTIVAL RATING SYSTEM

US Environmental Protection Agency ratings focus on the ability of the Offeror to accomplish the goals outlined in the PWS as well as strengths and weaknesses demonstrated in the Offerors technical plan. Ratings will be assigned to each technical quote by the reviewer(s) based on the criteria above.

Adjectival Rating	Description
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

(1) EVALUATION OF COI PLAN (RESPONSIBILITY)

If applicable, the Contractor's Organizational Conflict of Interest (COI) Plan will be evaluated on whether it meets the requirements of the "Minimum Standards for EPA Contractors' Conflict of Interest Plans" (refer to RFP Attachment # 4). COI Plans that meet requirements will be rated as 'PASS.' COI Plans that do not meet requirements will be rated as 'FAIL.' An offeror whose COI Plan is rated as 'FAIL' at the time of proposals evaluation will be ineligible for award.

MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST (COI) PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan.

Contractors shall report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions, relationships, and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- 1) A list of the company's past and current (public and private) clients; contractor has worked on;
- 2) A description of the type(s) of work that was performed and any other pertinent information;
- 3) A list of the past sites (when applicable) a contractor has worked;
- 4) A list of site name(s) (when applicable) related to any work performed;
- 5) The ability to search and retrieve the information performed; and
- 6) Dollar value of work performed;
- 7) A list of work the company may be pursuing in the future.
- 8) If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

If the contract contains the requirement for WAs, TDDs, or DOs, the COI Plan shall describe the company's process for meeting the Agency's notification requirement prior to beginning work and for submission of the company's WA/TDD/DO certification within 20 days of receipt of the EPA work.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company uses for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly identify the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The COI Plan shall clearly identify the process that is followed when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan or Government COI regulations. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.